

## **REMARKS**

Reconsideration of this application as amended is respectfully requested.

In the Office Action dated November 2, 2005, claims 1-27 were pending. Claims 1-27 were rejected. In this response, claims 1-27 remain pending. Claims 1, 7, 13, 15 and 17 have been amended. No claims are added. No claims are canceled. Support for the amendments can be found throughout the specification as filed. No new matter has been added.

### **Amendments**

#### ***Rejections under 35 U.S.C. § 102(e)***

#### **Claims 1, 2, 4, 15, 16, 22, 23 and 27**

Claims 1, 2, 4, 15, 16, 22, 23 and 27 stand rejected under 35 U.S.C. §102(e) as being anticipated by Nessett et al., U.S. Patent No. 6,920,559 (hereinafter "Nessett"). Applicant hereby reserves the right to swear behind Nessett at a later date. However, Applicant respectfully submits that Applicant's invention as claimed in claims 1, 2, 4, 15, 16, 22, 23 and 27, as amended, is not anticipated by the reference.

Specifically, for example, independent claim 1, as amended, includes:

"the first access point requesting a first ticket including a first session key from an authentication server at a first time and using the first ticket to establish a first secured session with the first session key between the first access point and the wireless station; and  
in response to a second ticket request from the wireless station through the first secured session when the wireless station attempts to communicate with the second access point at a second time after the first time, the first access point forwarding the second ticket request to the authentication server and relaying through the first secured session a resulting second ticket including a second session key with a predefined lifetime starting from after the second time, from the authentication server to the wireless station, the second ticket being different than the first ticket, the second key being different than the first key, wherein the second ticket is used to establish a second secured session with the second session key between the wireless station and the second access point."

(emphasis added)

Applicant's amended claim 1 contains the limitations for a second session key with a predefined lifetime starting from after when a wireless station attempts to communicate with a second access

point. The second session key is relayed through a first secured session established prior to the second session key. It is respectfully submitted that the above limitations are absent from Nessett.

Rather, Nessett teaches a method of transmitting a key lease to a wireless client once a primary authentication protocol with an access point is completed. The key lease is valid only within a key lease period of time indicated in the key lease. A secondary authentication protocol with another access point using a second secret key included in the key lease can be performed instead of the primary authentication protocol during the key lease period of time. After the key lease expires, the primary authentication protocol is required (Nessett, col. 7, lines 12-45). Indeed, it is not possible for a wireless client as described in Nessett to continue roaming to other access points using only a secret key obtained from a key lease because the key lease will always expire. Nowhere in Nessett discloses or suggests relaying a second session key with a predefined lifetime starting after when the wireless station attempts to communicate with a second access point through a first secured session.

In contrast, the lifetime of a second session key through a first secured session established with a first access point in the present invention as claimed starts after when a wireless station attempts to communicate with a second access point. In fact, during the lifetime of the second secured session, another session key through the second secured session established with the second access point could start after when the wireless station attempts to communicate with another access point. Apparently, the wireless station could continue roaming through different access points by repeatedly obtaining, when needed, a new session key from a previously established secured session with an existing session key.

Office Action states:

“since Nessett already takes into consideration that WC moves from one physical location (AP1) to a second physical location (AP2) after successfully completing the primary authentication protocol among WC, AP1 and the authentication server, the authentication server transmits a key lease (resulting second ticket) to the WC; Nessett, Col. 6, line 57 through Col. 7, line 11”

(Office Action, Page 3)

It appears Office Action asserts a key lease as a resulting second ticket in response to a second ticket request from the wireless station through a secured session. Applicant respectfully disagrees.

Nessett discloses a primary authentication protocol enables a wireless client and a network access point to establish a first shared secret key for encrypting communications between the wireless client and the network access point (Nessett, Col. 6, lines 30-35). Nessett also states the network access point transmits a key lease to the wireless client once the primary authentication protocol is successfully completed (Nessett, col. 7, lines 12-16). Clearly, no secured session exists between the network access point and the wireless client before completing the primary authentication protocol. Also, Nessett is completely silent about a key lease in response to a request after the primary authentication protocol established. As such, Nessett does not disclose nor suggest a key lease in response to a request from the wireless station through a secured session.

In order to anticipate a claim, each and every limitations of the claim must be taught by the cited reference. It is respectfully submitted that Nessett fails to disclose the limitations set forth above. Therefore, it is respectfully submitted that independent claim 1, as amended, is not anticipated by Nessett.

Similarly, independent claims 15 and 27 include limitations similar to those recited in claim 1, as amended. Thus, for the reasons similar to those discussed above, it is respectfully submitted that independent claims 15 and 27 are not anticipated by Nessett.

Given that claims 2 and 4 depend from claim 1, as amended, and claims 16, 22 and 23 depend from claim 15, as amended, it is respectfully submitted that claims 2, 4, 16, 22 and 23 are not anticipated by Nessett.

***Rejections under 35 U.S.C. § 103(a)***

**Claims 3, 5-14, 17-21 and 24-26**

Claim 3, 5-14, 17-21 and 24-26 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Nessett in view of Brown et al., U.S. Patent Number 5,689,563 (hereinafter "Brown"). However, Applicant respectfully submits that Applicant's invention as claimed in claims 3, 5-14, 17-21 and 24-26, as amended, is patentable over the references.

Independent claims 7 and 13 include limitations similar to those noted above. It is respectfully submitted that neither Nessett, for reasons similar to those discussed above, nor Brown discloses or suggests the above noted limitations.

Brown teaches a method to use a single message to provide authentication and communication link setup information between a subscriber unit and a communication unit (Brown, abstract). However, Brown is completely silent on a second session key with a predefined lifetime starting from after when a wireless station attempts to communicate with a second access point, the second session key being relayed through a first secured session established prior to the second session key.

Furthermore, Nessett describes a technique to avoid the burden of repeated use of strong and computationally complex authentication to both the client system and wireless network (Nessett, col. 2, lines 25-35). Brown, on the other hand, attempts to enhance the reliability of an authentication process (Brown, abstract). There is no suggestions nor motivations to combine the teachings of Nessett and Brown. In fact, Nessett and Brown teach away from each other.

As such, not only do Nessett and Brown not disclose, individually or even in combination, the above noted limitations, but the references, considered as a whole, do not suggest the desirability and thus the obviousness of making the combination.

In order to render a claim obvious, each and every limitation of the claim must be taught by the cited references. Therefore, in view of the foregoing remarks, it is respectfully submitted that independent claims 7 and 13, as amended, are patentable over Nessett in view of Brown.

Given that claims 3, 5, 6, 24 and 26 depend from claim 1, as amended, claims 8-12 depend from claim 7, as amended, claims 14 depends from claim 13 as amended, and claims 17-21 depend from claim 15, as amended, for at least the reasons similar to those discussed above, it is respectfully submitted that claims 3, 5, 6, 8-12, 14, 17-21 and 24-26 are patentable over the cited references.


### CONCLUSION

In view of the foregoing, Applicant respectfully submits the present application is now in condition for allowance. If the Examiner believes a telephone conference would expedite or assist in the allowance of the present application, the Examiner is invited to call the undersigned attorney at (408) 720-8300.

The required fee for a two month extension is enclosed. Please charge Deposit Account No. 02-2666 for any shortage of fees in connection with this response.

Respectfully submitted,  
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